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GEORGIA-PACIFIC CONSUMER PRODUCTS LP

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

GEORGIA-PACIFIC CONSUMER  
PRODUCTS LP, a Delaware limited  
partnership,

Plaintiff,

v.

LEE'S GENERAL TOYS, INC., a California  
corporation, JOHN LEE, an individual; and  
DOES 1-100,

Defendants.

Civil Action No. **07 CV 2391 BTM AJB**  
**COMPLAINT FOR: (1) FEDERAL  
TRADEMARK INFRINGEMENT; (2)  
COMMON LAW TRADEMARK  
INFRINGEMENT; (3) FEDERAL FALSE  
DESIGNATION OF ORIGIN; (4)  
FEDERAL FALSE ADVERTISING; (5)  
FEDERAL DILUTION; (6) CALIFORNIA  
STATUTORY DILUTION; (7)  
CALIFORNIA STATUTORY AND  
COMMON LAW UNFAIR  
COMPETITION; (8) UNLAWFUL  
IMPORTATION OF GOODS BEARING  
INFRINGEMENT MARK; (9) VIOLATION  
OF TARIFF ACT SECTION 1526; AND  
(10) CANCELLATION OF A  
CALIFORNIA REGISTRATION.**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Georgia-Pacific Consumer Products LP ("Georgia-Pacific") alleges as follows:

2 1. Georgia-Pacific owns several incontestable federally registered trademarks for the  
3 **ANGEL SOFT®** mark. This is an action for trademark infringement arising under Section 32  
4 of the Lanham Act (15 U.S.C. § 1114), common law trademark infringement, false designation  
5 of origin arising under Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)), false advertising  
6 arising under Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)), federal dilution arising  
7 under Section 43(c) of the Lanham Act (15 U.S.C. § 1125(c)), statutory dilution arising under  
8 California Business & Professions Code § 14330, statutory unfair competition arising under  
9 California Business & Professions Code §§ 17200 *et seq.* and unfair competition arising under  
10 the common law of the State of California, unlawful importation of trademark infringing goods  
11 arising under Section 42 of the Lanham Act (15 U.S.C. § 1124), unlawful importation of  
12 trademark infringing goods arising under the Section 1526(a) of the Tariff Act (19 U.S.C.  
13 § 1526), and cancellation of California Registration Number 109928 pursuant to California  
14 Business & Professions Code §§ 14281 or 14282.

### 15 **I. JURISDICTION AND VENUE**

16 2. This action is within the subject matter jurisdiction of this Court by virtue of the  
17 Lanham Act, 15 U.S.C. § 1121(a), and 28 U.S.C. §§ 1331, 1338(a) and (b). This Court also has  
18 supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367(a).

19 3. Defendants are subject to the jurisdiction of this Court pursuant to the laws of this  
20 State and the Federal Rules of Civil Procedure. Upon information and belief, Defendants  
21 participate in the promotion, advertising, and sale of unauthorized goods in this State and in this  
22 district.

23 4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) because a  
24 substantial portion of the events giving rise to this action occurred in this district. Georgia-  
25 Pacific is informed and believes and on that basis alleges that Defendants distribute, sell, or  
26 otherwise have introduced into the stream of commerce within this judicial district, products  
27 bearing the infringing trademark.  
28

## II. THE PARTIES

5. Plaintiff Georgia-Pacific Consumer Products LP ("Georgia-Pacific") is a Delaware limited partnership having its principal place of business at 133 Peachtree Street, N.E., Atlanta, Georgia 30303.

6. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendant Lee's General Toys is a California corporation with a principal place of business at 3389 East 50th Street, Vernon, California 90058.

7. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendant John Lee ("Lee") is an individual who has distributed, sold, or otherwise introduced into the stream of commerce within this judicial district products bearing the infringing trademark. Upon information and belief, Lee is the owner of Lee's General Toys.

8. Georgia-Pacific is unaware of the true names and capacities of Defendants named herein as Does 1 through 100, inclusive, but is informed and believes, and thereon alleges, that each of the fictitiously named Defendants engaged in, or is in some manner responsible for, the wrongful conduct alleged herein. Georgia-Pacific therefore sues these Defendants by such fictitious names and will amend this complaint to state their true names and capacities when such names have been discovered. (Collectively, Lee's General Toys, John Lee, and Does 1 through 100 will be referred to herein as "Defendants.")

## III. GENERAL ALLEGATIONS

### A. Georgia-Pacific's Federally Registered ANGEL SOFT® Trademarks

9. Georgia-Pacific Consumer Products LP is one of the world's leading manufacturers and marketers of tissue, towels, napkins, cups, plates, cutlery and related tabletop items, including bathroom tissue sold under the ANGEL SOFT® brand.

10. Georgia-Pacific and its predecessors in interest first began using the ANGEL SOFT® brand in connection with selling bathroom tissue in 1944.

11. Georgia-Pacific and its predecessors in interest have used the ANGEL SOFT® marks for bathroom tissue continuously since that time.

12. Georgia-Pacific is the owner of several federally registered trademarks to protect its **ANGEL SOFT®** brand and family of trademarks used in connection with bathroom tissue.

13. Georgia-Pacific and its predecessors in interest have applied for and obtained federal trademark registrations for Angel Soft including U.S. Registration Numbers 781,414; 1,172,215; 2,512,417; 2,972,819; and 2,989,711. Georgia-Pacific also owns two additional Angel marks, U.S. Registration Numbers 2,546,897 and 2,841,759. True and correct copies of the federal registration certificates for these trademarks are attached hereto as Exhibits A – G. For purposes of this Complaint, Georgia-Pacific is only alleging violation of Registration Numbers 781,414; 1,172,215; and 2,512,417. In accordance with 15 U.S.C. § 1065, based upon widespread and continuous use, Registration Numbers 781,414 and 1,172,215 have achieved incontestable status.

14. Georgia-Pacific is the current owner of the **ANGEL SOFT®** trademark by virtue of valid assignments.

15. A representative sample of Georgia-Pacific's **ANGEL SOFT®** bathroom tissue is shown below:



16. Georgia-Pacific also owns the **ANGEL SOFT PS®** mark for bathroom tissue that it distributes through commercial channels.

17. Georgia-Pacific first began using the **ANGEL SOFT PS®** mark in commerce in conjunction with bathroom tissue at least as early as January 31, 2003. Georgia-Pacific has used the **ANGEL SOFT PS®** mark continuously since that time.

18. The following picture depicts the current product configuration and packaging of a typical **ANGEL SOFT PS®** commercial product:



19. Georgia-Pacific applied for and obtained federal trademark registrations for “**ANGEL SOFT PS®**” including U.S. Registration Number 2,912,982, which Georgia-Pacific also asserts here. A true and correct copy of the federal registration certificate for this trademark is attached hereto as Exhibit H. Both the “**ANGEL SOFT®**” and “**ANGEL SOFT PS®**” trademarks are collectively referred to hereinafter as the “**ANGEL SOFT Trademarks.**”

**B. Georgia-Pacific’s Sale and Marketing of Products Bearing the ANGEL SOFT Trademarks**

20. Georgia-Pacific markets and sells its **ANGEL SOFT®** product line throughout the United States, including in Southern California and the County of San Diego.

21. Georgia-Pacific has invested heavily in advertising and promoting its **ANGEL SOFT®** brand and products for more than six decades. This advertising has consistently used the **ANGEL SOFT Trademarks**. In the U.S. in 2006 alone, Georgia-Pacific spent over \$22 million in advertising and promoting bathroom tissue sold under the **ANGEL SOFT Trademarks**.

22. In the U.S., this advertising has included television commercials, print publications, radio commercials, billboards, live promotions, sponsorship of large events, trade shows, brochures, and internet promotions.

23. This advertising and promotion has been continuous, and has also included numerous large-scale campaigns that have stood out for consumers. Some examples include the “Angels in Action” and “Bathroom Moments” campaigns, which received significant media attention and coverage.

1           24. Georgia-Pacific also created a website (www.angelsoft.com) to promote its  
2 **ANGEL SOFT** Trademarks and products. This website launched in 2003 and currently receives  
3 an average of 4,145 visitors per month. Georgia-Pacific also distributes point-of-sale items that  
4 promote the **ANGEL SOFT** Trademarks and products.

5           25. Georgia-Pacific has directed a portion of its advertising for the **ANGEL SOFT**  
6 Trademarks toward the Spanish-speaking market. Since 2005, Georgia-Pacific paid for both  
7 television and radio advertisements in these markets, including but not limited to Los Angeles,  
8 Phoenix and Houston, along with other national advertisements in 2007.

9           26. The U.S. is the largest market for bathroom tissue sold under the **ANGEL SOFT**  
10 Trademarks. Georgia-Pacific sells bathroom tissue under the **ANGEL SOFT** Trademarks in  
11 both the retail and commercial channels. For example, **ANGEL SOFT®** bathroom tissue is sold  
12 through the retail channel in large retail chain stores such as Wal\*Mart, Target, Winn Dixie, and  
13 Walgreen's as well as in tens of thousands independent retail stores located across the country.  
14 Georgia-Pacific sells its **ANGEL SOFT PS®** bathroom tissue in the commercial channel to  
15 distributors such as US Foodservice, SYSCO, Xpedx, and Lagasse Sweet which then distribute  
16 **ANGEL SOFT PS®** to well-known commercial end users such as Hampton Inn, Sheraton  
17 Hotels, The Walt Disney Company, Hyatt Hotels and Little Caesar Enterprises, Inc.

18           27. Georgia-Pacific's **ANGEL SOFT®** brand bathroom tissue has been  
19 tremendously successful. Since 1944, Georgia-Pacific has sold billions of dollars worth of  
20 bathroom tissue under the **ANGEL SOFT** Trademarks in the U.S., Canada and Mexico. In  
21 particular, from 2004 through 2006, U.S. sales of bathroom tissue sold under the **ANGEL SOFT**  
22 Trademarks totaled over \$2 billion. Much of this success is attributable to the quality and  
23 distinctive trademarks of the **ANGEL SOFT®** product line.

24           28. The products sold under the **ANGEL SOFT** Trademarks must meet Georgia-  
25 Pacific's rigorous standards of quality. As a result, Georgia-Pacific endures significant expense  
26 to ensure that its products sold under the **ANGEL SOFT** Trademarks adhere to high quality  
27 standards. Some examples of the quality control efforts in place by Georgia-Pacific include, but  
28 are not limited to, measuring and controlling the quality of the base sheet of the bathroom tissue

1 during production; measuring and recording the finished bathroom tissue rolls at least once per  
2 day per manufacturing line; conducting periodic workmanship audits of the bathroom tissue  
3 itself as well as the packaging, box and pallet; and conducting softness panels to judge sensory  
4 softness.

5 29. By virtue of the substantial use, sale and promotion of the **ANGEL SOFT®**  
6 product line, the **ANGEL SOFT** Trademarks have acquired great value as identifiers of the  
7 source of the bathroom tissue and to distinguish the products from those of others.

8 30. By virtue of the substantial use, sale and promotion of the **ANGEL SOFT®**  
9 product line, the **ANGEL SOFT** Trademarks have become famous. The **ANGEL SOFT®**  
10 product line and the **ANGEL SOFT** Trademarks have been famous since long before  
11 Defendants began their infringing activities complained of herein.

12 31. The **ANGEL SOFT** Trademarks are extremely valuable to Georgia-Pacific as an  
13 identifier of its products, Georgia-Pacific's quality goods, and of the substantial customer  
14 goodwill that Georgia-Pacific has earned over many years in the market.

15 **C. Defendants' Infringement of the ANGEL SOFT Trademarks**

16 32. Georgia-Pacific is informed and believes, and on that basis alleges, that  
17 Defendants are engaged in the business of importing, promoting, distributing, and selling  
18 bathroom tissue, among other articles.

19 33. Georgia-Pacific is informed and believes, and on that basis alleges, that without  
20 permission or authority from Georgia-Pacific, Defendants have infringed Georgia-Pacific's  
21 **ANGEL SOFT** Trademarks in interstate commerce by importing, making, using, promoting,  
22 advertising, selling and/or offering to sell bathroom tissue under the name "Angelite" or "Angel  
23 Lite" (referred to herein as "Angelite"). The marks and images used on the "Angelite" products  
24 are confusingly similar in appearance to Georgia-Pacific's **ANGEL SOFT** Trademarks.  
25 Defendants' "Angelite" bathroom tissue products include at least the following products:  
26 Angelite, Angelite 500, and Angelite 525.



34. Representative photographs of Defendants' infringing "Angelite 500" and "Angelite 525" products are shown below:



35. As shown in the photographs above, Defendants' bathroom tissue is sold in a packaging that includes marks and images that are confusingly similar in appearance to that of Georgia-Pacific's **ANGEL SOFT** Trademarks and **ANGEL SOFT®** and **ANGEL SOFT PS®** product lines.

36. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendants' unauthorized use of Georgia-Pacific's **ANGEL SOFT** Trademarks is intended to trade upon the goodwill and substantial recognition associated with Georgia-Pacific's **ANGEL SOFT®** and **ANGEL SOFT PS®** lines of bathroom tissue.

37. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendants are using Georgia-Pacific's **ANGEL SOFT** Trademarks in an attempt to associate themselves with Georgia-Pacific or otherwise trade upon Georgia-Pacific's reputation.

38. Georgia-Pacific is informed and believes, and on that basis alleges, that Defendants' use of Georgia-Pacific's **ANGEL SOFT** Trademarks is designed to cause confusion, mistake or deception.

39. Georgia-Pacific is informed and believes, and on that basis alleges, that it is Defendants' purpose to cause consumers and potential customers to believe that Defendants' "Angelite" products are associated with Georgia-Pacific or its products when, in fact, they are not.



1 **D. Other Allegations**

2 40. By virtue of the acts complained of herein, Defendants have created a likelihood  
3 of injury to Georgia-Pacific's business reputation, caused a strong likelihood of consumer  
4 confusion as to the source of origin or relationship of Georgia-Pacific's and Defendants' goods,  
5 and have otherwise competed unfairly with Georgia-Pacific.

6 41. Georgia-Pacific is informed and believes, and on that basis alleges, that  
7 Defendants' acts complained of herein are willful and deliberate.

8 42. Defendants' acts complained of herein have caused damage to Georgia-Pacific in  
9 an amount to be determined at trial, and such damages will continue to increase unless  
10 Defendants are enjoined from their wrongful actions.

11 43. Defendants' acts complained of herein have caused Georgia-Pacific to suffer  
12 irreparable injury to its business. Georgia-Pacific will suffer substantial loss of goodwill and  
13 reputation unless and until Defendants are preliminarily and permanently enjoined from the  
14 wrongful actions complained of herein.

15 **E. Lee's General Toys' Improperly Registered California Trademark**

16 44. Upon information and belief, Defendant Lee's General Toys applied for, and on  
17 August 25, 2003, obtained California state registration number 109437 for the trademark "Angel  
18 Lite 500" in a stylized design format. A copy of what is believed to be the registered mark is  
19 attached hereto as Exhibit H.

20 45. Georgia-Pacific is informed and believes and on that basis alleges that products  
21 bearing the "Angelite 500" state registration mark have been and are being sold in various  
22 locations within this judicial district, including within the County of San Diego.

23 46. Georgia-Pacific has a prior and superior right in the **ANGEL SOFT** Trademarks  
24 dating as far back as 1944. Georgia-Pacific's use of "Angel Soft" has been continuous since that  
25 time.

26 47. Upon information and belief, Lee's General Toy's use of the Trademark "Angel  
27 Lite 500" and design post-dates this time period.  
28

48. Further, Georgia-Pacific's **ANGEL SOFT** Trademarks, upon information and belief, were registered and thus publicly available prior to Lee's General Toys' use and registration of California state registration number 109437.

49. Lee's General Toys thus had at least constructive notice of Georgia-Pacific's use of a confusingly similar mark at the time it purported to have rights to its state registered service mark.

#### IV. FIRST CLAIM FOR RELIEF

##### **Against all Defendants for Trademark Infringement Under 15 U.S.C. § 1114**

50. Georgia-Pacific hereby repeats, realleges, and incorporates by reference paragraphs 1 – 49 of this Complaint as though fully set forth herein.

51. This is an action for trademark infringement arising from Section 32 of the Lanham Act, 15 U.S.C. § 1114.

52. Georgia-Pacific owns the registered **ANGEL SOFT** Trademarks.

53. The **ANGEL SOFT** Trademarks are arbitrary, fanciful, and/or suggestive, and at a minimum, have acquired a secondary meaning by purchasers and the public.

54. Georgia-Pacific receives a tremendous amount of public recognition and critical acclaim for the products sold under the **ANGEL SOFT** Trademarks. Through Georgia-Pacific's widespread and continuous use of the **ANGEL SOFT** Trademarks, these marks have acquired extensive goodwill, have developed a high degree of distinctiveness, and are famous, well known and recognized as identifying goods that originate from Georgia-Pacific.

55. Defendants have used in commerce, without permission of Georgia-Pacific, marks and equivalent images that are confusingly similar to Georgia-Pacific's **ANGEL SOFT** Trademarks. Defendants have infringed Georgia-Pacific's **ANGEL SOFT** Trademarks by using confusingly similar phrases and images in connection with the manufacturing, distribution, selling and/or promoting Defendants' goods with the intent to unfairly compete against Georgia-Pacific, to trade upon Georgia-Pacific's reputation and goodwill by causing confusion and mistake among customers and the public and to deceive the public into believing that

1 Defendants' goods are associated with, sponsored by or approved by Georgia-Pacific, when they  
2 are not.

3 56. Georgia-Pacific is informed and believes, and on that basis alleges, that  
4 Defendants knew or should have known of Georgia-Pacific's ownership and prior use of the  
5 **ANGEL SOFT** Trademarks. Without the consent of Georgia-Pacific, Defendants have willfully  
6 violated 15 U.S.C. § 1114.

7 57. Defendants' aforementioned acts have injured Georgia-Pacific and damaged  
8 Georgia-Pacific in an amount to be determined at trial.

9 58. By their actions, Defendants have irreparably injured Georgia-Pacific. Such  
10 irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by  
11 this Court from further violation of Georgia-Pacific's rights, for which Georgia-Pacific has no  
12 adequate remedy at law.

13 **V. SECOND CLAIM FOR RELIEF**

14 **Against all Defendants for Common Law Trademark Infringement**

15 59. Georgia-Pacific hereby repeats, realleges, and incorporates by reference  
16 paragraphs 1 – 58 of this Complaint as though fully set forth herein.

17 60. This is an action for trademark infringement arising under the common law of the  
18 State of California.

19 61. By virtue of the acts complained of herein, Defendants have intentionally  
20 infringed Georgia-Pacific's **ANGEL SOFT** Trademarks and caused a likelihood of confusion  
21 among the consuming public, thereby committing common law trademark infringement.

22 62. Defendants' aforementioned acts have been fraudulent, oppressive and malicious,  
23 and have injured Georgia-Pacific and damaged Georgia-Pacific in an amount to be determined at  
24 trial.

25 63. By their actions, Defendants have irreparably injured Georgia-Pacific. Such  
26 irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by  
27 this Court from further violation of Georgia-Pacific's rights, for which Georgia-Pacific has no  
28 adequate remedy at law.

1 **VI. THIRD CLAIM FOR RELIEF**

2 **Against all Defendants for False Designation of Origin Under 15 U.S.C. § 1125(a)**

3 64. Georgia-Pacific hereby repeats, realleges, and incorporates by reference  
4 paragraphs 1 – 63 of this Complaint as though fully set forth herein.

5 65. This is an action for false designation of origin arising from Section 43(a) of the  
6 Lanham Act, 15 U.S.C. § 1125(a).

7 66. Georgia-Pacific has marketed, advertised, and promoted the **ANGEL SOFT®**  
8 and **ANGEL SOFT PS®** product lines using the **ANGEL SOFT** Trademarks. As a result of  
9 this marketing, advertising, and promotion, the **ANGEL SOFT** Trademarks have come to mean  
10 and are understood to signify Georgia-Pacific products, and are one of the ways by which those  
11 goods and services are distinguished from the goods and services of others in the same and in  
12 related fields.

13 67. The **ANGEL SOFT** Trademarks are distinctive and have acquired secondary  
14 meaning by purchasers and the public associating the **ANGEL SOFT** Trademarks with Georgia-  
15 Pacific products.

16 68. Defendants have used in commerce, without permission of Georgia-Pacific,  
17 marks and equivalent images that are confusingly similar to Georgia-Pacific's **ANGEL SOFT**  
18 Trademarks. Defendants have infringed Georgia-Pacific's **ANGEL SOFT** Trademarks and  
19 created a false designation of origin by using confusingly similar phrases and equivalent images  
20 in connection with the manufacturing, distribution, selling and/or promoting Defendants' goods  
21 with the intent to unfairly compete against Georgia-Pacific, to trade upon Georgia-Pacific's  
22 reputation and goodwill by causing confusion and mistake among customers and the public and  
23 to deceive the public into believing that Defendants' goods are associated with, sponsored by or  
24 approved by Georgia-Pacific, when they are not.

25 69. Georgia-Pacific is informed and believes, and on that basis alleges, that  
26 Defendants had actual knowledge of Georgia-Pacific's ownership and prior use of Georgia-  
27 Pacific's **ANGEL SOFT** Trademarks, and without the consent of Georgia-Pacific, have willfully  
28 violated 15 U.S.C. § 1125(a).

70. Defendants' aforementioned acts have injured Georgia-Pacific and damaged Georgia-Pacific in an amount to be determined at trial.

71. By their actions, Defendants have irreparably injured Georgia-Pacific. Such irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by this Court from further violation of Georgia-Pacific's rights, for which Georgia-Pacific has no adequate remedy at law.

#### **VII. FOURTH CLAIM FOR RELIEF**

##### **Against all Defendants for False Advertising Under 15 U.S.C. § 1125(a)**

72. Georgia-Pacific hereby repeats, realleges, and incorporates by reference paragraphs 1 – 71 of this Complaint as though fully set forth herein.

73. This is an action for false advertising arising from Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

74. By virtue of the acts complained of herein, Defendants' conduct is likely to confuse, mislead, or deceive purchasers or potential purchasers, and constitutes false advertising in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

#### **VIII. FIFTH CLAIM FOR RELIEF**

##### **Against all Defendants for Trademark Dilution Under 15 U.S.C. § 1125(c)**

75. Georgia-Pacific hereby repeats, realleges, and incorporates by reference paragraphs 1 – 74 of this Complaint as though fully set forth herein.

76. This is an action for federal dilution in violation of Section 43(c) of the Lanham Act (15 U.S.C. § 1125(c)).

77. Jurisdiction is founded on 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a). Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391.

78. Georgia-Pacific's **ANGEL SOFT** Trademarks are famous and well-known within the meaning of 15 U.S.C. § 1125(c), and became famous prior to the acts of Defendants complained of herein.

79. After the **ANGEL SOFT** Trademarks became famous and well-known, Defendants misappropriated the **ANGEL SOFT** Trademarks for their own use and commercial advantage, in blatant disregard for Georgia-Pacific's rights.

80. Defendants' unauthorized commercial use of phrases and equivalent images to the **ANGEL SOFT** Trademarks, on or in connection with the advertisement, offering for sale, and/or sale of their facilities and services, in interstate commerce, has caused and is likely to continue to cause dilution of the distinctive quality of the famous **ANGEL SOFT** Trademarks.

81. Defendants' aforementioned acts are likely to tarnish, injure, or trade upon Georgia-Pacific's business, reputation and goodwill, and to deprive Georgia-Pacific of the ability to control its **ANGEL SOFT** Trademarks.

82. Georgia-Pacific is informed and believes, and on that basis alleges, that by Defendants' aforementioned acts, Defendants have willfully intended to trade upon Georgia-Pacific's business, reputation, and goodwill.

83. Defendants' aforementioned acts have injured Georgia-Pacific and damaged Georgia-Pacific in an amount to be determined at trial.

84. By their actions, Defendants have irreparably injured Georgia-Pacific. Such irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by this Court from further violation of Georgia-Pacific's rights, for which Georgia-Pacific has no adequate remedy at law.

## IX. SIXTH CLAIM FOR RELIEF

**Against all Defendants for Trademark Dilution Under California Business & Professions**

### Code § 14330 and California Common Law

85. Georgia-Pacific hereby repeats, realleges, and incorporates by reference paragraphs 1 – 84 of this Complaint as though fully set forth herein.

86. This is an action for dilution in violation of California Business & Professions Code §§ 14330 and 14335.

87. Georgia-Pacific's **ANGEL SOFT** Trademarks are famous, and became famous prior to the acts of Defendants complained of herein.

1 88. Defendants' unauthorized use of similar phrases and equivalent images to the  
 2 **ANGEL SOFT** Trademarks, on or in connection with the advertisement, offering for sale,  
 3 and/or sale of their goods has caused and is likely to continue to cause dilution of the distinctive  
 4 quality of the famous **ANGEL SOFT** Trademarks.

5 89. Defendants' aforementioned acts are likely to tarnish, injure, or trade upon  
 6 Georgia-Pacific's business, reputation and goodwill, and to deprive Georgia-Pacific of the ability  
 7 to control its **ANGEL SOFT** Trademarks.

8 90. Defendants' aforementioned acts have injured Georgia-Pacific and damaged  
 9 Georgia-Pacific in an amount to be determined at trial.

10 91. By their actions, Defendants have irreparably injured Georgia-Pacific. Such  
 11 irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by  
 12 this Court from further violation of Georgia-Pacific's rights, for which Georgia-Pacific has no  
 13 adequate remedy at law.

#### 14 **X. SEVENTH CLAIM FOR RELIEF**

15 **Against all Defendants for Unfair Competition Under California Business & Professions**

16 **Code § 17200 and California Common Law**

17 92. Georgia-Pacific hereby repeats, realleges, and incorporates by reference  
 18 paragraphs 1 – 91 of this Complaint as though fully set forth herein.

19 93. This is an action for unfair competition arising under California Business &  
 20 Professions Code §§ 17200, *et seq.* and the common law of the State of California.

21 94. By virtue of the acts complained of herein, Defendants have intentionally caused  
 22 a likelihood of confusion among the public and have unfairly competed in violation of California  
 23 Business & Professions Code §§ 17200, *et seq.* and the common law of California.

24 95. Defendants' aforementioned acts constitute unlawful, unfair, malicious or  
 25 fraudulent business practices, which have injured and damaged Georgia-Pacific.

26 96. By their actions, Defendants have irreparably injured Georgia-Pacific. Such  
 27 irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by  
 28



1 this Court from further violation of Georgia-Pacific's rights, for which Georgia-Pacific has no  
2 adequate remedy at law.

3 **XI. EIGHTH CLAIM FOR RELIEF**

4 **Against all Defendants for Unlawful Importation of Goods Bearing Infringing Marks in**  
5 **Violation of 15 U.S.C. § 1124**

6 97. Georgia-Pacific hereby repeats, realleges, and incorporates by reference  
7 paragraphs 1 – 96 of this Complaint as though fully set forth herein.

8 98. This is an action for unlawful importation of goods bearing infringing marks in  
9 violation of Section 42 of the Lanham Act (15 U.S.C. § 1124).

10 99. This Court has jurisdiction under 28 U.S.C. §§ 1338(b) and 1367(a). Venue is  
11 proper under 28 U.S.C. § 1391(b).

12 100. Upon information and belief, Defendants import the "Angelite" products from  
13 outside of the United States. As described herein, these "Angelite" products bear marks and  
14 images that are confusingly similar to Georgia-Pacific's **ANGEL SOFT** Trademarks.

15 101. By virtue of the acts complained of herein, Defendants have unlawfully imported  
16 goods bearing infringing marks in violation of Section 42 of the Lanham Act (15 U.S.C. § 1124).

17 102. By their actions, Defendants have irreparably injured Georgia-Pacific. Such  
18 irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by  
19 this Court from further violation of Georgia-Pacific's rights, for which Georgia-Pacific has no  
20 adequate remedy at law.

21 **XII. NINTH CLAIM FOR RELIEF**

22 **Against all Defendants for Unlawful Importation of Goods Bearing Infringing Marks in**  
23 **Violation of 19 U.S.C. § 1526(a)**

24 103. Georgia-Pacific hereby repeats, realleges, and incorporates by reference  
25 paragraphs 1 – 102 of this Complaint as though fully set forth herein.

26 104. This is an action for unlawful importation of goods bearing infringing marks in  
27 violation of Section 1526(a) of the Tariff Act (19 U.S.C. § 1526(a)).  
28

105. Upon information and belief, Defendants import the “Angelite” products from outside of the United States. As described herein, these “Angelite” products bear marks and images that are confusingly similar to Georgia-Pacific’s **ANGEL SOFT** Trademarks.

106. By virtue of the acts complained of herein, Defendants have unlawfully imported goods bearing infringing marks in violation of Section 1526(a) of the Tariff Act (19 U.S.C. § 1526(a)).

107. By their actions, Defendants have irreparably injured Georgia-Pacific. Such irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by this Court from further violation of Georgia-Pacific's rights, for which Georgia-Pacific has no adequate remedy at law.

### **XIII. TENTH CLAIM FOR RELIEF**

### **Against Lee's General Toys for Cancellation of State Trademark Registration**

108. Georgia-Pacific hereby repeats, realleges, and incorporates by reference paragraphs 1 – 107 of this Complaint as though fully set forth herein.

109. This is an action for cancellation of Lee's General Toys' California trademark registration number 109437 arising under California Business & Professions Code §§ 14281 or 14282.

110. By virtue of Georgia-Pacific's prior use and federal registration of its **ANGEL SOFT** Trademarks, cancellation of Lee's General Toys' state registration is proper.

**PRAYER FOR RELIEF**

WHEREFORE, Georgia-Pacific prays for judgment against Defendants as follows:

1. That the Court enter judgment in favor of Georgia-Pacific and against Defendants on all claims for relief alleged herein;

2. That the Court enter judgment that Defendants have violated the provisions of 15 U.S.C. § 1114 by infringing Georgia-Pacific's trademark rights in its federally registered **ANGEL SOFT** Trademarks;

3. That Defendants be adjudged to have infringed Georgia-Pacific's **ANGEL SOFT** Trademarks in violation of the common law of California;

4. That the Court enter judgment that Defendants have violated the provisions of 15 U.S.C. § 1125(a) by infringing Georgia-Pacific's rights in its **ANGEL SOFT** Trademarks;

5. That Defendants be adjudged to have willfully violated the provisions of 15 U.S.C. § 1114 by infringing Georgia-Pacific's **ANGEL SOFT** Trademarks;

6. That Defendants be adjudged to have willfully infringed Georgia-Pacific's **ANGEL SOFT** Trademarks in violation of the common law of California;

7. That Defendants be adjudged to have willfully violated the provisions of 15 U.S.C. § 1125(a) by using a false designation of origin, false description, false representation, or false advertising in connection with their products;

8. That Defendants be adjudged to have diluted the distinctive quality of Georgia-Pacific's **ANGEL SOFT** Trademarks in violation of 15 U.S.C. § 1125(c);

9. That Defendants be adjudged to have diluted the distinctive quality of Georgia-Pacific's **ANGEL SOFT** Trademarks in violation of California Business & Professions Code §§ 14330 and 14335;

10. That Defendants be adjudged to have unfairly competed with Georgia-Pacific under California Business & Professions Code §§ 17200, *et seq.*

11. That Defendants be adjudged to have unfairly competed with Georgia-Pacific under the common law of the State of California;

12. That Defendants be adjudged to have unlawfully imported goods bearing infringing marks in violation of Section 42 of the Lanham Act (15 U.S.C. § 1124);

13. That Defendants be adjudged to have unlawfully imported goods bearing infringing marks in violation of Section 1526(a) of the Tariff Act (19 U.S.C. § 1526(a));

14. That Defendant Lee's General Toys' California registration number 109437 be cancelled;

15. That Defendants, each of their agents, servants, employees, attorneys, successors and assigns, and all other persons in active concert or participation with any of them who receive actual notice of the injunction by personal service or otherwise, be forthwith preliminarily and permanently enjoined from:

- a. using Georgia-Pacific's **ANGEL SOFT** Trademarks in connection with Defendants' goods, using **ANGEL SOFT** Trademarks in advertising or promoting Defendants' goods, or using confusingly similar variations of **ANGEL SOFT** Trademarks in any manner which is likely to create the impression that Defendants' goods originate from Georgia-Pacific, are endorsed by Georgia-Pacific, or are connected in any way with Georgia-Pacific;
- b. otherwise infringing Georgia-Pacific's **ANGEL SOFT** Trademarks;
- c. diluting the distinctive quality of Georgia-Pacific's **ANGEL SOFT** Trademarks;
- d. falsely designating the origin of Defendants' goods;
- e. falsely advertising Defendants' goods;
- f. unfairly competing with Georgia-Pacific in any manner whatsoever; and
- g. importing, purchasing, distributing, selling, or offering for sale goods bearing marks confusingly similar to Georgia-Pacific's **ANGEL SOFT** Trademarks; and
- h. causing a likelihood of confusion or injury to Georgia-Pacific's business reputation;

1           16.     That Defendants be directed to file with this Court and serve on Georgia-Pacific  
2 within thirty (30) days after the service of the injunction, a report, in writing, under oath, setting  
3 forth in detail the manner and form in which Defendants have complied with the injunction  
4 pursuant to 15 U.S.C. § 1116;

5           17.     That Defendants be required to account to Georgia-Pacific for any and all profits  
6 derived by them and all damages sustained by Georgia-Pacific by virtue of Defendants' acts  
7 complained of herein;

8           18.     That Defendants be ordered to pay over to Georgia-Pacific all damages which  
9 Georgia-Pacific has sustained as a consequence of the acts complained of herein, subject to proof  
10 at trial;

11           19.     That Georgia-Pacific be awarded treble damages pursuant to 15 U.S.C. § 1117;

12           20.     That an award of reasonable costs, expenses and attorneys' fees be awarded to  
13 Georgia-Pacific pursuant to 15 U.S.C. § 1117;

14           21.     That Georgia-Pacific be awarded exemplary damages from Defendants pursuant  
15 to California Civil Code. § 3294;

16           22.     That Defendants be required to deliver and destroy all devices, literature,  
17 advertising, goods and other materials bearing the infringing marks or images pursuant to  
18 15 U.S.C. § 1118;

19           23.     That Georgia-Pacific be awarded such other and further relief as this Court may  
20 deem just.

21  
22 Dated: December 20, 2007

Respectfully submitted,

LATHAM & WATKINS LLP

23  
24 By:   AAW


25 Stephen P. Swinton  
26 Attorneys for Plaintiff  
27 Georgia-Pacific Consumer Products LP  
28 E-mail: steve.swinton@lw.com

**JURY TRIAL DEMANDED**

Georgia-Pacific demands a trial by jury on all issues raised by this Complaint which are triable by jury.

Dated: December 20, 2007

LATHAM & WATKINS LLP

By:   
Stephen P. Swinton  
Attorneys for Plaintiff  
Georgia-Pacific Consumer Products LP  
E-mail: steve.swinton@lw.com





# United States Patent Office

781,414

Registered Dec. 8, 1964

## PRINCIPAL REGISTER Trademark

Ser. No. 150,668, filed Aug. 7, 1962

### ANGEL SOFT

Hudson Pulp & Paper Corp. (Maine corporation)  
477 Madison Ave.  
New York 22, N.Y., assignee of  
Angel Soft Tissue Mills, Inc. (New York corporation)  
New York, N.Y.

For: DISPOSABLE PAPER TISSUES, TOILET TISSUES, AND PAPER NAPKINS, in CLASS 37.  
First use 1944; in commerce 1944.  
No claim is made to "Soft" apart from the mark as shown.



**Int. Cl.: 16**

**Prior U.S. Cl.: 37**

**United States Patent and Trademark Office**

**Reg. No. 1,172,215**

**Registered Oct. 6, 1981**

**TRADEMARK**  
**Principal Register**

**ANGEL SOFT**

Hudson Pulp & Paper Corp. (Maine corporation)  
320 Post Rd.  
Darien, Conn. 06820

For: DISPOSABLE PAPER TISSUES, BATH-  
ROOM TISSUES, PAPER NAPKINS AND PA-  
PER TOWELS, in CLASS 16 (U.S. Cl. 37).

First use 1944; in commerce 1944.

Owner of U.S. Reg. Nos. 770,925 and 781,414.

The word "Soft" is disclaimed apart from the  
mark as shown without prejudice to applicant's  
common law rights.

Ser. No. 227,133, filed Aug. 13, 1979.

HENRY S. ZAK, Primary Examiner



Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

Reg. No. 2,512,417

United States Patent and Trademark Office

Registered Nov. 27, 2001

**TRADEMARK  
PRINCIPAL REGISTER**

**Angel  
Soft**

GEORGIA-PACIFIC CORPORATION (GEORGIA  
CORPORATION)  
133 PEACHTREE STREET NE  
ATLANTA, GA 30303

FOR: BATHROOM TISSUE, IN CLASS 16 (U.S.  
CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 5-1-2000; IN COMMERCE 5-1-2000.

OWNER OF U.S. REG. NOS. 781,414, 1,172,215,  
AND 1,917,281.

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "SOFT", APART FROM THE MARK  
AS SHOWN.

SER. NO. 76-169,106, FILED 11-21-2000.

BERYL GARDNER, EXAMINING ATTORNEY



**Int. Cl.: 16**

**Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, and 50**

**United States Patent and Trademark Office**

**Reg. No. 2,972,819**

**Registered July 19, 2005**

**TRADEMARK  
PRINCIPAL REGISTER**

**ANGEL SOFT**

GEORGIA-PACIFIC CORPORATION (GEORGIA  
CORPORATION)

133 PEACHTREE STREET, NE

ATLANTA, GA 30303

FOR: FACIAL TISSUE, IN CLASS 16 (U.S. CLS. 2, 5,  
22, 23, 29, 37, 38 AND 50).

FIRST USE 2-28-2003; IN COMMERCE 2-28-2003.

OWNER OF U.S. REG. NOS. 781,414, 2,512,417,  
AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "SOFT", APART FROM THE MARK  
AS SHOWN.

SN 78-167,367, FILED 9-24-2002.

ROBIN CHOSID, EXAMINING ATTORNEY





Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

Reg. No. 2,989,711

United States Patent and Trademark Office

Registered Aug. 30, 2005

**TRADEMARK  
PRINCIPAL REGISTER**

**ANGEL SOFT**

GEORGIA-PACIFIC CORPORATION (GEORGIA  
CORPORATION)

GA030-41N

133 PEACHTREE STREET, N.E.

ATLANTA, GA 30303

FOR: BATH TISSUE, IN CLASS 16 (U.S. CLS. 2, 5,  
22, 23, 29, 37, 38 AND 50).

FIRST USE 0-0-1944; IN COMMERCE 0-0-1944.

THE MARK CONSISTS OF STANDARD CHAR-  
ACTERS WITHOUT CLAIM TO ANY PARTICULAR  
FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 781,414, 1,172,215,  
AND 2,512,417.

SEC. 2(F).

SER. NO. 78-446,906, FILED 7-7-2004.

JOHN GARTNER, EXAMINING ATTORNEY



Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38 and 50

Reg. No. 2,912,982

**United States Patent and Trademark Office**

Registered Dec. 21, 2004

**TRADEMARK  
PRINCIPAL REGISTER**

**ANGEL SOFT PS**

GEORGIA-PACIFIC CORPORATION (GEORGIA  
CORPORATION)

GA030-41N

133 PEACHTREE STREET, N.E.

ATLANTA, GA 30303

OWNER OF U.S. REG. NOS. 781,414, 1,172,215,  
AND 2,512,417.

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "PS", APART FROM THE MARK  
AS SHOWN.

FOR: BATH TISSUE AND FACIAL TISSUE, IN  
CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

SER. NO. 78-292,116, FILED 8-26-2003.

FIRST USE 1-31-2003; IN COMMERCE 1-31-2003.

JASON TURNER, EXAMINING ATTORNEY



**Int. Cl.: 41**

**Prior U.S. Cls.: 100, 101 and 107**

**Reg. No. 2,546,897**

**United States Patent and Trademark Office**

**Registered Mar. 12, 2002**

**SERVICE MARK  
PRINCIPAL REGISTER**

**ANGELS IN ACTION**

**GEORGIA-PACIFIC CORPORATION (GEORGIA  
CORPORATION)  
133 PEACHTREE STREET, N.E.  
ATLANTA, GA 30303**

**FOR: EDUCATIONAL SERVICES, NAMELY,  
PROVIDING INCENTIVES VIA A NATIONWIDE  
AWARD PROGRAM TO CHILDREN FOR CHARITABLE,  
EDUCATIONAL OR COMMUNITY  
ACHIEVEMENT, NAMELY, FOR HEROIC OR**

**COURAGEOUS COMMUNITY ACTS, IN CLASS 41  
(U.S. CLS. 100, 101 AND 107).**

**FIRST USE 6-27-2000; IN COMMERCE 6-27-2000.**

**SER. NO. 76-215,924, FILED 2-26-2001.**

**DAYNA BROWNE, EXAMINING ATTORNEY**





**Int. Cl.: 41**

**Prior U.S. Cls.: 100, 101, and 107**

**United States Patent and Trademark Office**

**Reg. No. 2,841,759**

**Registered May 11, 2004**

**SERVICE MARK  
PRINCIPAL REGISTER**

**ANGELS IN THE CLASSROOM**

GEORGIA-PACIFIC CORPORATION (GEORGIA  
CORPORATION)  
133 PEACHTREE STREET NE  
GA030-41N  
ATLANTA, GA 30303

FOR: EDUCATIONAL SERVICES, NAMELY,  
PROVIDING INCENTIVES VIA A NATIONWIDE  
AWARD PROGRAM TO SCHOOL CHILDREN FOR  
CHARITABLE, EDUCATIONAL OR COMMUNITY  
ACHIEVEMENT, NAMELY, FOR COURAGEOUS

COMMUNITY ACTS, IN CLASS 41 (U.S. CLS. 100,  
101 AND 107).

FIRST USE 1-31-2003; IN COMMERCE 1-31-2003.

OWNER OF U.S. REG. NO. 2,546,897.

SN 78-181,611, FILED 11-5-2002.

MARIA-VICTORIA SUAREZ, EXAMINING ATTOR-  
NEY

JS 44 (Rev. 11/04)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

Georgia-Pacific Consumer Products LP, a Delaware limited partnership

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Stephen P. Swinton, Latham & Watkins LLP, 12636 High Bluff Drive,  
Suite 400, San Diego, CA 92130-2071 (858) 523-5400

## DEFENDANTS

Lee's General Toys, Inc.; John Lee, Does 1-100 PM 12: 52

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED. \_\_\_\_\_ DEPUTY

Attorneys (If Known) **07 CV 2391 BTM AJB**

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                            |                            |   |                            |                            |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
|   | PTF                        | DEF                        |   | PTF                        | DEF                        |
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

## V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
15 U.S.C. § 1114; 15 U.S.C. § 1125

Brief description of cause:  
Trademark infringement; trademark dilution

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$**

CHECK YES only if demanded in complaint:  
**JURY DEMAND:** ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE John A. Houston

DOCKET NUMBER 07-CV-2390 JAH POR

DATE

12/20/2007

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # 145762

AMOUNT \$350

APPLYING IFP

JUDGE

MAG. JUDGE

**UNITED STATES  
DISTRICT COURT**  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION

**# 145762 - BH**

**December 20, 2007  
12:44:00**

**Civ Fil Non-Pris**

USAO #: 07CV2391 CIVIL FILING

Judge.: BARRY T MOSKOWITZ

Amount.: \$350.00 CK

Check#: BC# 6509

**Total-> \$350.00**

FROM: CIVIL FILING  
GEORGIA PACIFIC V. LEE'S GEN'L